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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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THE BARTON GROUP, INC.,

Plaintiff,

No. 08 Civ. 5679 (GEL) (FM)

versus

NCR CORPORATION,

Defendant.

ANSWER

-----X

FIRST DEFENSE

Defendant NCR Corporation answers the complaint of plaintiff Barton Group, Inc. as follows:

1. Lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 1 of the complaint.
2. Admits the allegations of paragraphs 2-3 of the complaint.
3. Denies the allegations of paragraphs 4-5 of the complaint, except admits that the parties entered into a contract and that that contract deals with certain projects, including certain commission compensation, to which it refers.
4. Denies the allegations of paragraphs 6-7 of the complaint.

5. Lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 8 of the complaint, except denies that NCR owes Barton Group anything.

6. Denies the allegations of paragraph 9 of the complaint.

7. In response to paragraph 10 of the complaint, realleges the applicable paragraphs of this answer.

8. Denies the allegations of paragraph 11 of the complaint, except admits that the contract deals with NCR's obligation to report.

9. Denies the allegations of paragraphs 12-13 of the complaint.

10. In response to paragraph 14 of the complaint, realleges the applicable paragraphs of this answer.

11. Denies the allegations of paragraph 15 of the complaint, except admits that it terminated all payments to Barton Group.

12. Denies the allegations of paragraphs 16-17 of the complaint.

13. In response to paragraph 18 of the complaint, realleges the applicable paragraphs of this answer.

14. Denies the allegations of paragraphs 19-20 of the complaint.

SECOND DEFENSE

15. Count IV of the complaint fails to state a claim upon which relief can be granted.

THIRD DEFENSE

16. Barton Group represented in the annexed contract and in its predecessor contract, dated July 11, 2002, that it had a sales agreement with McDonald's Corporation for the sales of the elements of the projects that those agreements covered.


17. Those representations were material in NCR's decision to enter into the contracts, and NCR reasonably relied upon them.

18. Those representations were false.

19. Barton Group knew that those representations were false or acted in reckless disregard of their truth or falsity.

WHEREFORE, defendant NCR Corporation demands judgment in its favor, together with the costs and disbursements of this action.

Dated: New York, NY
July 8, 2008



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TO:

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CERTIFICATE OF SERVICE

I certify that on the 8th day of July, 2008, I caused a true copy of the attached answer to be served upon Holland & Knight LLP, attorneys for plaintiff, by first-class mail.



IRA G. GREENBERG